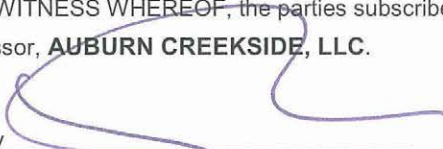

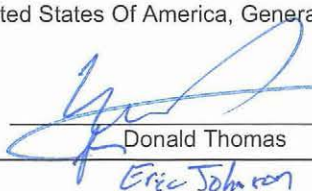


Supplemental Lease Agreement Number 1			
Lease Number:	GS-09B-02986	Date:	08/03/12
<b>Creekside Business Park, 11641 Blocker Drive, Bldg B, Auburn, CA 95603-4650</b>			
<p>THIS AGREEMENT made and entered into this date by and between <b>AUBURN CREEKSIDE, LLC</b>.</p> <p>whose address is: 200 Auburn Folsom Rd, Suite 305, Auburn CA 95603-5046</p> <p>hereinafter called the Lessor, and the <b>UNITED STATES OF AMERICA</b>, hereinafter called the Government:</p> <p><b>WHEREAS</b>, the parties hereto desire to amend the above lease to issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.</p> <p><b>THEREFORE</b>, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:</p>			
<b>Paragraphs 7.1, 7.2 and 7.3 are hereby added:</b>			
<p>"7.1. NOTICE TO PROCEED Notice to Proceed is hereby issued for the construction of Tenant Improvements at a <i>total</i> cost not to exceed \$247,920.54, inclusive of all management and architectural fees."</p> <p>"7.2 . Pursuant to paragraph 1.08 of the lease, the <i>total</i> cost for Tenant Improvements in the amount of \$247,920.54 exceeds the already negotiated TI price of \$224,375.00 by \$24,165.00. Upon completion, inspection, and acceptance of the space, the Lessor shall amortize \$224,375.00 over the first two (2) years of the lease at a 6.5% interest rate. The Government shall reimburse the Lessor in a lump sum payment in the amount of \$24,165.00 pursuant to Paragraph 7.3, herein. The Lessor hereby waives restoration as a result of all improvements."</p>			
<b>Continued on Sheet 1</b>			
<p>IN WITNESS WHEREOF, the parties subscribed their names as of the above date.</p> <p>Lessor, <b>AUBURN CREEKSIDE, LLC</b>.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"><div style="width: 45%;"><p>By <u></u></p><p style="text-align: center;">(Signature)</p><p><u>DAVID S. ARONOWITZ</u></p></div><div style="width: 45%;"><p><u>MANAGER</u></p><p style="text-align: center;">(Title)</p></div></div> <p>In Presence of</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"><div style="width: 45%;"><p><u></u></p><p style="text-align: center;">(Signature)</p><p><u>KAREN OLIVER</u></p></div><div style="width: 45%;"><p><u>[REDACTED]</u></p><p style="text-align: center;">(Address)</p></div></div>			
<p>United States Of America, General Services Administration, Public Buildings Service.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"><div style="width: 45%;"><p><u></u></p><p style="text-align: center;">Donald Thomas</p><p><u>Eric Johnson</u></p></div><div style="width: 45%;"><p><u>CONTRACTING OFFICER</u></p><p style="text-align: center;">(Official Title)</p></div></div>			



**SHEET NO. 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA)  
NO. 1 TO LEASE #GS-09B-02986**

"7.3. The following items will also be incorporated into the Tenant Improvement Scope of Work:

a. Transom window to be put in wall that blocks outside light between Office 4 & 5. This will be done at no additional cost to GSA [REDACTED]. Specifications will be as follows:

Top of the window at 7' to match the existing door/window frames adjacent to it. Window Cell at 5' off the floor and the window to be 3' wide. Frame to match interior doors and windows.

b. Power and data outlet will be added to the same area as the wall where the transom window will be installed. This will be done at no additional cost to GSA [REDACTED].

c. Installation of a "black plastic like covering above and below the transom window so people looking at the window from the outside will not see the wall that has been built in front of it". This will be done at no additional cost to GSA [REDACTED].

d. Jog/box in Office 1 that was built to maintain the STC rating for the office will be reduced by 23". This will be done at no additional cost to GSA [REDACTED].

"7.4 Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed \$24,165.00**, shall be submitted to:

GSA, Greater Southwest Finance Center (7BCP)  
PO BOX 17181  
Fort Worth, TX 76102

Alternatively the Lessor may submit the Invoice electronically, via the GSA Finance website at [www.finance.gsa.gov](http://www.finance.gsa.gov)

A copy of the Invoice **MUST** be simultaneously submitted to the Contracting Officer's representative at:

GSA, Real Estate Division – San Francisco  
Attention: Marie Luke  
450 Golden Gate Avenue  
3<sup>rd</sup> Floor East  
San Francisco, CA 94102

In order to ensure payment, a proper invoice **MUST** include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number: **To be provided to Lessor shortly after execution of this SLA.**

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

All other terms and conditions of the Lease shall remain in force and effect.

Initials:  Lessor

&  Government